

## **Abstract**

This thesis aims to analyse the applicable legal regulation of lease of commercial premises pursuant to the Act no. 89/2012 Coll., Civil code, as amended, in the context of general practice and with focus on material improvements of leased property.

This thesis is divided into 11 chapters, each dealing with different aspects of the examined legal institute. The first two chapters are introductory and pertain to lease in general. The first chapter focuses on the evolution of lease throughout history, spanning from roman law to modern legal codes. The second chapter characterises lease as an obligation in general as it reports on placement of the relevant provisions within the civil code and on the characteristics of lease, which include its subject, yielding it to another for use, its temporariness and consideration. The third chapter deals with the subject of the lease, i.e. commercial premises and their administration in cases of co-ownership and community property of spouses. The following chapter deals with the creation of lease and explores the requirements for a valid and legally binding lease agreement. The fifth chapter considers the temporariness of lease, leases concluded both for indefinite and for definite period of time, leases concluded for an uncommonly long time period and prolongation, both *ex contractu* and *ex lege*. The subject of the sixth chapter is the facultative entry of lease in a public registry, or more precisely in the cadastral registry, its conditions and the shortcomings of its legal regulation. The seventh chapter examines one of the characteristics of any lease, the consideration. It focuses on rent, utilities payments and the means of securing these payments. The eighth chapter pertains to the tenant's rights and obligations, including the standard of due and reasonable care, yielding the use of the leased property to a third person, and most importantly, the alterations made to the leased property, either with or without the landlord's consent. Alterations made with the landlord's consent are further examined within the scope of tax law. The following chapter explores the landlord's rights and obligations, including the obligations to administer repairs and to secure uninterrupted usage and the rights of the tenant in case of breach thereof. Furthermore, this chapter reports on changes in the subject of the landlord. The tenth chapter is the last chapter pertaining to Czech laws and regulations. It describes the various ways of termination of lease and reports on the rights and obligations of the parties arising thereof. It focuses on the tenant's obligation to pass the leased property over and also on the landlord's obligation to reimburse the tenant for material improvements and for the customer base acquired. The eleventh chapter briefly reports on the focal points of the legal regulation of commercial leases in the Federal Republic of Germany.

In the closing part of the thesis, its author evaluates the legal regulation and whether the aims of the thesis were successfully achieved.